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of Albion, N. Y. to be used by him as he may see fit for his own use or otherwise, no restriction being placed on his use or disposition thereof. Should any of the beneficiaries named in this trust, or anyone in their behalf at any time institute any proceedings against said Arnold Gregory of any kind, or bring any action or proceeding to contest or set aside any disposition made by him of any of his property in his lifetime, or by will or should any of said beneficiaries join with or assist any other person in so doing, said Trustees shall defend the same and pay all expenses, including attorney fees from the income of said fund, and if the income is not sufficient, from the principal thereof. What remains to be paid over are herein provided, said parties of the second part agree that in case said Catherine G. Hill, Parmaly G. Hill and Almira K. Watts, shall at any time during the lifetime of said Catherine G. Hill agree thereto and waive any further claim to the estate of Arnold Gregory and agree that said sum shall be held and disposed of immediately as follows, viz; Fifteen Thousand Dollars (\$15,000.00) of said securities selected by them, the said trustees, be delivered and assigned to Parmaly G. Hill, and a like amount to Almira K. Watts, and the balance of Sixty-five thousand Dollars (\$65,000.00) be kept invested during the lifetime of said Catherine G. Hill, and at her decease, divided equally between said Parmaly G. Hill and Almira K. Watts their next of kin, legal representatives or assigns, and if no division is made in the lifetime of said Catherine G. Hill, the whole sum of Ninety-five thousand dollars (\$95,000.00) at her decease, to be so divided.

In case such an agreement is made in writing by all of said beneficiaries herein named, the said trustees shall thereafter pay all the income arising on said sum of sixty-five thousand dollars (\$65,000.00) of the securities so kept invested, less necessary expenses, compensation of trustees or so much as may remain less any expenses of litigation as hereinbefore provided to said Catherine G. Hill, as the same shall be received by them to be used by her as she shall see fit, and all payments of interest to George A. Porter, shall thereafter cease, but up to the time of the signing and delivery to them of such an agreement, the receipt of said George A. Porter, for any and all payments of interest to him shall be a full acquittance to them for such payments and if such an agreement, in writing, is made and delivered to them, the receipt of said Parmaly G. Hill and Almira K. Watts shall be in full for the sums to be paid to them, and thereafter the receipts of said Catherine G. Hill shall be in full for any and all payments made to her.

IT IS FURTHER AGREED that the parties of the second part shall give a bond to said Parmaly G. Hill, Almira K. Watts and Catherine G. Hill and George A. Porter for the faithful performance of their duties as trustees herein in the penal sum of Ninety-five thousand dollars (\$95,000.00), said bond to be delivered to and held by said George A. Porter during the continuance of this trust and in case of his death during the continuance of this trust to be held by Judson Coann Curtis.

IT IS MUTUALLY AGREED that said trustees shall not be liable for any losses that they may sustain in the performance of their trust when they have exercised reasonable and ordinary care and diligence in the performance of their duties. The bond so given may be a surety bond and the expense thereof be deducted as a part of the necessary expenses incurred by them. In case any part of the principal sum held by them, as trustees, is paid over to any of the beneficiaries as herein provided, this bond may be decreased by that amount.

IN WITNESS WHEREOF, the said parties of the first and second part have hereunto set their respective bonds and seals this 16th day of June, 1914.

ARNOLD GREGORY (L.S.)

Edwin L. Wage (L.S.)